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April 12, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 April 12, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ACCEPT A GENERAL CONTRACT AGREEMENT FROM THE COUNCIL OF
STATE AND TERRITORIAL EPIDEMIOLOGISTS TO IMPROVE FOODBORNE OUTBREAK
RESPONSE FOR THE PERIOD OF MARCH 10, 2011 THROUGH MAY 31, 2011**

SUBJECT

Approval to accept a General Contract Agreement from the Council of State and Territorial Epidemiologists to develop, conduct, and host a regional training workshop.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to accept a General Contract Agreement [GCA (Exhibit I)] in an amount not to exceed \$7,500 from the Council of State and Territorial Epidemiologists (CSTE) to develop, conduct, and host a regional training workshop with local health departments in Southern California as well as the California Department of Public Health (State) by May 31, 2011.
2. Delegate authority to the Director of DPH, or his designee, to accept future agreements and/or amendments that are consistent with the requirements of the CSTE GCA that may extend the term through May 31, 2013; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award through August 31, 2013; and/or provide an increase or decrease in funding up to 25% above or below this grant term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
3. Delegate authority to the Director of DPH, or his designee, to purchase food and beverages in an amount not to exceed \$7,500, fully funded by the GCA, for County employees and attendees at the day workshop/training to be hosted by DPH, by May 31, 2011, for local health departments from all parts of California.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DPH to accept funding to design, facilitate, and evaluate a workshop addressing the Council to Improve Foodborne Outbreak and Response (CIFOR) Guidelines. The objective of the CIFOR Guidelines is to improve detection and response to foodborne diseases and outbreaks in the Southern California region and help develop training models for other regions in the State. Another objective is to increase participation and encourage input from various local health departments to coordinate an effective response to future foodborne outbreaks. Food and beverages will be provided during the one day workshop.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Approval of the recommended actions will allow DPH to accept funding in an amount not to exceed \$7,500, 100 percent funded by CSTE, to develop, conduct, and host a one day workshop by May 31, 2011. There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In December 2010, CSTE announced a Request for Proposal (RFP) to interested State and large urban health departments to provide a training workshop with the aim of integrating recommendations from the CIFOR Guidelines (released in 2009) and CIFOR Toolkit into the activities of local health departments. The CIFOR Guidelines are intended to serve as a comprehensive resource for information on foodborne investigation, control, and prevention for the State and local health departments.

In January 2011, DPH submitted a proposal in response to the RFP to develop and conduct a training workshop for local health departments in Southern California, as well as the State using the CIFOR Guidelines and Toolkit. The County will facilitate the training workshop and will also invite speakers from other entities.

On February 14, 2011, CSTE notified DPH of acceptance of the proposal. On March 10, 2011, DPH received the General Contract Agreement with funds not to exceed \$7,500. County Counsel has approved Exhibit I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

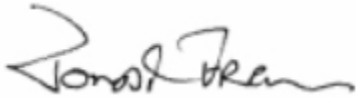
The workshop to be conducted by DPH will support the implementation of the CIFOR Guidelines and improve detection and response to foodborne outbreaks in the Southern California region.

The Honorable Board of Supervisors

4/12/2011

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

JONATHAN E. FIELDING, M.D., M.P.H.

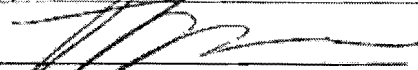
Director and Health Officer

JEF:ev

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

GENERAL CONTRACT AGREEMENT

BUYER: Council of State & Territorial Epidemiologists (CSTE) 2872 Woodcock Blvd., Suite 303 Atlanta, GA 30341-4015 Phone: (770) 458-3811 Fax: (770) 458-8516	SELLER: Los Angeles Department of Public Health Acute Communicable Disease Control Program 313 N. Figueroa St. Room 212 Los Angeles, CA 90012
CSTE AUTHORIZING OFFICIAL: Patrick McConnon, MPH Executive Director	AUTHORIZING OFFICIAL: Laurene Mascola, MD, MPH Chief of Acute Communicable Disease Control Program
CSTE PROJECT MANAGER: Lauren Rosenberg, MPA Research Analyst Phone: 770-458-3811 E-mail: lrosenberg@cste.org	PROJECT MANAGER: Y. Silvia Walker, RN, MSN/MPH Phone: 213-989-7224 E-mail: ywalker@ph.lacounty.gov
PROJECT/PRODUCT DESCRIPTION (See Article I and Statement of Work, Attachment 1): Provide training on the <i>CIFOR Guidelines for Foodborne Disease Outbreak Response</i> using the Toolkit. Deliverables will include a work plan, a multidisciplinary training, evaluation form, and a written summary report. More detail on deliverables is included in Attachment 1.	
DELIVERY SCHEDULE: See Statement of Work for delivery schedule (Article I and Attachment 1)	
PERIOD OF PERFORMANCE:	Start Date: March 10, 2011 End Date: May 31, 2011
CONTRACT PRICE (See Article II): Firm fixed not to exceed \$7500 for work completed.	
PAYMENTS TERMS (See Article IV): Funds shall not exceed \$7500. 75% of this total, or \$5625, will be paid upon receipt of the signed agreement and invoice. The remaining 25% of this total, or \$1875, will be paid upon receipt of a final invoice, summary report of the training and evaluation form.	
TYPE OF CONTRACT: Firm fixed, not to exceed the total contract price (See Article III)	
TERMS AND CONDITIONS: See Articles I through XXIV included as a part of this agreement for applicable Terms and Conditions.	
 Patrick McConnon, MPH Executive Director Council of State & Territorial Epidemiologists	Laurene Mascola, MD, MPH Chief of Acute Communicable Disease Control Program Los Angeles Department of Public Health

GENERAL CONTRACT AGREEMENT

CONTRACT TERMS AND CONDITIONS

Article I – Statement of Work

More details are set forth in Seller's Statement of Work as appended hereto as Attachment 1.

Article II – Cost

- A. The total price to CSTE for the performance of this General Contract Agreement and the General Contract agreement with Los Angeles Department of Public Health shall not exceed \$7500 unless changed by written amendment to this Agreement. All funding shall be contingent upon the availability of funds from the CDC (**Cooperative Agreement No. 5U38HM000414-03**).
- B. CSTE hereby grants to Seller the right to re-budget funds to the extent necessary to achieve the maximum benefit to the CSTE and in accordance with CDC Policy.

Article III – Type of Contract

This Agreement is considered a Firm Fixed contract. It is recognized by both parties that the actual price for this project may vary either above or below the price set forth in Article II, but will have no effect on that price, unless amended as set forth in Article XVI. If this contract is for a set rate per hour and payment for hours incurred, payments will only be made for actual hours incurred up to the not to exceed price.

Article IV - Payment

- A. CSTE shall reimburse Seller for allowable costs and fees actually incurred and chargeable to CSTE upon being invoiced by Seller and upon approval of the invoice by CSTE's Executive Director. Invoices shall be submitted for partial payments or in full to:

Lauren Rosenberg
Associate Research Analyst
Council of State and Territorial Epidemiologists
2872 Woodcock Boulevard
Suite 303
Atlanta, GA 30341-4015

- B. Payment shall be made by CSTE within thirty (30) days of receipt of invoice. All checks should be made payable to:

Los Angeles Department of Public Health

and mailed to:

313 N. Figueroa St. Room 212
Los Angeles, CA 90012

Article V – Publicity

No party will use the name of any other party in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

Article VI – Governing Laws

This Agreement shall be governed and construed in accordance with laws of the State of Georgia.

Article VII – Regulatory Compliance

- A. The Seller agrees to comply with and abide by all relevant and applicable laws and regulations of federal, state, and local governments/agencies.

- B. Seller assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Seller will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article VIII – Rights in Data, Publication, and Copyright

CSTE owns the rights in data, publication and all copyrights resulting from any publications related to this activity.

Article IX – Intellectual Property

Existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this agreement shall be the exclusive property of CSTE in accordance with 37 CFR Part 401.

Article X – Termination

- A. Either party may terminate this Agreement hereto by giving written notice to the other party seven (7) days in advance of a specified date of termination.
- B. Upon receipt of such notice from CSTE, Seller shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Agreement, and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- C. CSTE shall remain liable for all cost incurred under this Agreement, including any of the above mentioned commitments entered into by Seller in good faith prior to the receipt of the termination notice. Upon payment of such costs, CSTE shall be entitled to, and Seller agrees to deliver, the information and items, which, if the Agreement had been completed, would have been required to be furnished to CSTE.

Article XI – Non-Solicitation Agreement

During the term of this Agreement and for one (1) year thereafter, neither party nor any of their affiliates will offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE or their affiliates, without first obtaining the written consent of applicable Managing Directors.

Article XII – Independent Contractor

- A. In the performance of all services hereunder, Seller shall be deemed to be and shall be an independent contractor.
- B. No party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of any other.

Article XIII – Indemnification

- A. CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act of omission of Seller, and shall indemnify and hold Seller harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. Seller assumes all risk of liability with respect to its performance of any activity relating to this project, other than liability arising out of any act or omission of CSTE, and shall indemnify and hold CSTE harmless from all liability arising out of acts or omission of Seller, its employees and agents.

Article XIV – Nondiscrimination and Affirmative Action

Seller certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with

the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following acts:

- Title IV of the Civil Rights Act of 1964
- Executive order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972

Article XV – Seller Certifications

A. Debarment and Suspension

Seller certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible for the awards of Contracts, by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

B. Certification of Non-Delinquency of Federal Debt

Seller certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace

Seller certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying

Seller certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of Seller, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

E. Conflicts of Interest

Seller certifies that it has established Conflict of Interest Policy that complies with all requirements, rules and principles of 60 FR 35810, Part III incorporated herein by reference.

F. Misconduct in Science

Seller certifies that it has established as defined in Article XI, B, administrative policies as required by 42 CFR Part 50, Subpart A.

Article XVI – Changes

The Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

Article XVII – Retention and Access to Records

Recipient shall retain records pertinent to this project for 3-years after the end of the project unless any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period. In the case of any of these actions, records shall be retained until all actions have been resolved. Recipient agrees to provide CSTE, the Comptroller General of the United

States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVIII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Agreement exceeds \$100,000, Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XIX – Debt Collection

HHS Claims Collection Regulations (45 CFR Part 30, Subpart B), provides for interest and penalties on all delinquent debts and will be applicable to this Agreement if debt collection becomes necessary.

Article XX – Smoke-Free Workplace

Recipient agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public space.

Article XXI – Financial Audit

Recipient is subject to audit requirements as set forth in 45 CFR Part 74.26.

Article XXII – Confidentiality

Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

Article XXIII – Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXIV - Warranty

Seller shall provide that any services provided under this contract will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this contract shall meet the merchantability standards and meet fitness standards for the intended purpose.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate.



Patrick McConnon, MPH
Executive Director, CSTE

Laurene Mascola, MD, MPH
Chief of Acute Communicable
Disease Control Program
Los Angeles Department of
Public Health

Attachment I

CIFOR State-based trainings

1. Name: Los Angeles County Department of Public Health
2. Method of Selection: Open Competitive Bid
3. Period of Performance: March 10, 2011 – May 31, 2011

The project period will begin on March 10, 2011 and end on May 31, 2011. The budget period will begin March 10, 2011 and end May 31, 2011. Project activities will begin March 10, 2011.

4. Scope of Work

The purpose of the development of the CIFOR *Guidelines for Foodborne Disease Outbreak Response* and CIFOR Toolkit is to improve public health foodborne disease outbreak detection and response. The purpose of this project is to provide support to interested state and large urban health departments to provide a training workshop(s) using the *Guidelines* and Toolkit with the aim of integrating recommendations from the guidelines into the activities of the relevant departments. To encourage and facilitate the use of the Toolkit, this sub-grant will bring food safety investigation teams together. These teams will use the Toolkit to determine which recommendations in the *Guidelines* would be helpful for that jurisdiction to improve outbreak investigation and response.

5. Objectives:

The target audiences for this project include multidisciplinary state/city-based teams of those involved in outbreak response including epidemiologists, public health laboratorians, environmental health specialists, regulators, public health nurses, and representatives from the state department of agriculture. Teams are suggested to include the following members and may be adjusted based on jurisdiction size and population:

- i. Acute communicable disease control program (including the food safety team, program planning and evaluation unit, and health education and training unit)
- ii. Community health services
- iii. Environmental health program
- iv. External relations and communications
- v. Public health laboratory
- vi. Organizational development and training
- vii. California Department of Public Health Division of communicable disease control, Southern California epidemiological response team
- viii. Other representatives in up to 10 additional counties
- ix. Other representatives from the State of California Department of Public Health

The jurisdiction is encouraged to develop a training using the CIFOR *Guidelines* and the Toolkit to construct a training to examine the *Guidelines* and determine which recommendations can be

integrated into the state's procedures to make foodborne disease outbreak investigation and response more effective.

Given the target audiences and the purpose of the project, trainings developed should include the following components:

- i. Background on the development and importance of the *Guidelines*
- ii. Background on the development of the Toolkit
- iii. Designated facilitators from the Department of Public Health experienced in training professional and technical public health staff and familiar with the Toolkit documents, especially the facilitator tips
- iv. A pre-designated recorder familiar with the Toolkit documents and able to record, on paper or electronically, the training's proceedings
- v. A schedule to complete the following sections of the Toolkit: preliminaries, selecting focus areas, at least 2-3 focus area worksheets (or as many as time allows), and the participant evaluation form
- vi. A summary report at the conclusion of the training to summarize the training's proceedings, what was gained from the experience, and what next steps include

Objectives of the trainings should include:

- i. To bring together a multidisciplinary team to work together
- ii. To conduct a plenary session to introduce the workshop, give an overview of the agenda, and to present case studies on topics such as multijurisdictional outbreaks, "doing more with less", and an example of a challenging outbreak with a successful response
- iii. To familiarize training participants with the *Guidelines for Foodborne Disease Outbreak Response* including a participant prerequisite to have a base familiarity with the *Guidelines* and to bring algorithms and procedures to the training
- iv. To familiarize training participants with the *Guidelines* Toolkit and its components
- v. To conduct small group discussions about current protocols, what needs to be included in future protocols, and challenges and successes
- vi. To brainstorm shared problems and barriers as well as to identify potential solutions
- vii. To complete at least 2-3 Focus Areas of the Toolkit, pre-selected through an assessment conducted before the training takes place
- viii. To identify current practices in various aspects of foodborne disease outbreak response
- ix. To identify needed improvements to improve foodborne disease outbreak response
- x. To identify and prioritize recommendations from the *Guidelines* that address needed improvements

- xi. To create an action plan to implement the selected recommendations including a lead point person and timeframe
 - xii. To evaluate the team's experience with the Toolkit and submit an evaluation form to CSTE
 - xiii. To create a summary report for CSTE
- 6. Deliverables: The project deliverables must include the following components a-c. Seller is encouraged to propose additional relevant deliverables.
 - a. Project plan: The project plan must include a work plan, a timeline, agenda, composition of the multidisciplinary team, and milestones, as well as how the training will accomplish the objectives specified in Section 5.
 - b. Training for relevant foodborne disease outbreak response team members
 - c. Written summary report and completed evaluation form: The summary report and evaluation form must be completed and submitted to CSTE within 30 days of the contract end date. The evaluation form will include the seller's completion of all of the objectives laid forth in Section 5 of this document. See Attachment II for the evaluation form to be completed.
- 7. CSTE responsibilities: During the established project period, CSTE will:
 - a. Serve as the applicant's principal point of contact
 - b. Monitor the terms of the agreement.
 - c. Fund according to the terms of the agreement.
 - d. Provide information about the progress of the program to the CSTE Executive Board and to CIFOR.
 - e. Review all reports and distribute the final report to CIFOR.
- 8. Seller responsibilities: The Seller will have primary responsibility for the following. Responsibilities of the Seller should be consistent with the intent conveyed in the Request for Proposal and the Seller's proposal and response, including but not limited to the following:
 - a. Develop a draft plan for the overall project. The draft project plan must include a work plan, a timeline, agenda, composition of the team, and milestones, among other relevant information.
 - b. Manage the overall project including responsibility for logistics planning.
 - c. Provide a written summary report to CSTE. This report should include the ability or inability to meet the objectives listed in Section 5.
 - d. Complete an evaluation form including specifics of the completed training and the ability to complete the objectives listed in Section 5.
- 9. Methods of accountability:

Regular communications will occur between the Seller and the CSTE-CIFOR workgroup. The Seller will be responsible for forwarding to project advisors the written technical and financial

reports that are agreed upon as being required under this agreement or as requested. A final summary report and evaluation form will be completed.

Attachment II

Implementing the *Guidelines for Foodborne Disease Outbreak Response*: State trainings Evaluation form

If your site completed more than one training, please complete one form per training and indicate that multiple trainings took place.

1. Please fill in the table with the numbers of participants by type:

Participant	How many of this role participated in your jurisdiction's training?	How many additional public health professionals in your jurisdiction would benefit from a similar exercise?
Epidemiologist		
Environmental health specialist		
Public health laboratorian		
Public health nurse		
Regulator		
State department of agriculture representative		
Other (please specify)		
Other (please specify)		
Other (please specify)		

2. Please summarize how participants were introduced to the *CIFOR Guidelines for Foodborne Disease Outbreak Response*:
3. Please summarize how participants were familiarized with the *Guidelines Toolkit* and its components: